

1 IN THE UNITED STATES BANKRUPTCY COURT
2 EL PASO DIVISION
IN RE:) Chapter 11
3 PDG PRESTIGE, INC.,) Case No. 21-30107
 Debtor.)

4
5 -----
6 ORAL and VIDEOTAPE DEPOSITION OF
 MICHAEL DIXSON
 May 16, 2023
7 Volume 1
8 -----

9 ORAL DEPOSITION OF MICHAEL DIXSON, Volume 1,
10 produced as a witness at the instance of Legalist, and
11 duly sworn, was taken in the above-styled and numbered
12 cause on the May 16, 2023, from 10:08 a.m. to 2:57
13 p.m., before Dana Shapiro, CSR, in and for the State of
14 Illinois, reported by machine shorthand, at 5301
15 Southwest Parkway, Suite 400, Austin, Texas 78735,
16 pursuant to the Federal Rules of Civil Procedure and
17 any provisions stated on the record or attached hereto.

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A P P E A R A N C E S

FOR LEGALIST:

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ALSO PRESENT:

MR. CHRIS WREN
MR. STEPHEN PINKSTON, the videographer

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1 THE VIDEOGRAPHER: Today's date is May 16,
2 2023. The time is 10:06 a.m. Central. We are on the
3 record. This is the deposition of Michael Dixon. You
4 may swear in the witness.

5 (WHEREUPON, the witness was duly
6 sworn.)

7 MICHAEL DIXSON,
8 called as a witness herein, having been first duly
9 sworn, was examined and testified as follows:

10 EXAMINATION

11 BY MR. MILLS:

12 Q. Good morning, Mr. Dixon. My name is
13 Russell Mills. I represent Legalist, who is the DIP
14 lender in this case here, which is In Re: PD Prestige
15 pending in Western District Bankruptcy Court. You are
16 here today for deposition. So the first thing I would
17 like to do is talk with you just very briefly about
18 sort of ground rules for the deposition if you will.
19 So you have been deposed before I take it?

20 A. Twice.

21 Q. Twice in your life?

22 A. Uh-huh.

23 Q. So you are familiar with the process. You
24 have been sworn in by Madam court reporter here, and
25 you will testify today just as if you are in front of a

1 Q. What happened in the one in which you were
2 a defendant or what was the outcome?

3 A. It's on appeal. I don't know.

4 Q. So that's currently --

5 A. Yes.

6 Q. -- ongoing?

7 A. Yes.

8 Q. Let me ask you. What about the debtor PDG,
9 let me ask you first what's your title with PDG, the
10 debtor?

11 A. President.

12 Q. Who are the other officers and directors of
13 PDG?

14 A. Just me.

15 Q. Okay. Who are the equity owners or who
16 owns the stock in PDG the debtor?

17 A. Me.

18 Q. Only?

19 A. Only.

20 Q. Who are its employees?

21 A. Me. Currently none. There is no
22 employees.

23 Q. So when you set it up, was it you were the
24 sole owner and the sole equity owner, correct?

25 A. Uh-huh.

1 A. No.

2 Q. Cool.

3 So tell me where then did you acquire the
4 land for Lot 1A?

5 A. From Sunshine Partners.

6 Q. Who was Sunshine Partners?

7 A. Real estate developer out of California.

8 Q. When was that?

9 A. 2017 or '18.

10 Q. Did you -- like your other developments,
11 did you set up PDG the debtor for the purpose of
12 acquiring title to that?

13 A. Yes.

14 Q. How was PDG the debtor capitalized?

15 A. Through me.

16 Q. Did you contribute capital to PDG the
17 debtor?

18 A. Yes.

19 Q. What was that?

20 A. I don't know off the top of my head.

21 Q. So it was capital, but you don't know what
22 it was?

23 A. It was cash.

24 Q. Cash. Okay. All right. How much cash?

25 A. I don't know.

1 Q. You set it up '17 or '18, and you bought
2 this property. At that time was it developed?

3 A. Yes.

4 Q. Was it ever developed -- did you develop it
5 more I guess is the question during the time that PDG
6 owned it?

7 A. I don't know what you mean by develop it
8 more.

9 Q. Sorry. That's probably my inartful use of
10 the word.

11 Did the structure change in any way? Did
12 you add to the Lot 1A, the property, the improvement on
13 Lot 1A?

14 A. You are asking like two different
15 questions.

16 Q. Okay. What state was it in when you bought
17 it?

18 A. It was a fully developed restaurant when I
19 bought it.

20 Q. So what did you add to it, if anything?

21 A. Nothing.

22 Q. You just bought it to hold it then to sell
23 it basically?

24 A. That's right.

25 Q. Good. All right.

1 A. I don't know what you are asking. Can you
2 repeat the question.

3 Q. Two questions. One, the first one was
4 describe to me your need for operating capital in the
5 bankruptcy. You borrowed money in the bankruptcy,
6 correct?

7 A. Correct.

8 Q. The debtor did?

9 A. Yes.

10 Q. Describe to me the need for it. What did
11 you need it for?

12 MR. CARRUTH: Objection, form.

13 BY MR. MILLS:

14 Q. Go ahead.

15 A. The operating capital portion of it?

16 Q. Uh-huh, operating capital.

17 A. Salaries to pay, mortgages to pay, rents to
18 pay, utilities, typical operating stuff.

19 Q. Did you need it for other purposes?

20 A. The rest of the money was used to put back
21 into re-developing the property.

22 Q. So there was TGV. We will set that aside
23 for right now.

24 A. We're talking about TGV. I thought we were
25 talking about PDG.

1 yes.

2 Q. Let me make sure I have this straight.

3 After the bankruptcy was filed, you needed money to, as
4 you said, scrape the building that was --

5 A. No.

6 Q. Okay. Try again.

7 A. I needed money.

8 Q. Help me through it.

9 A. I needed money to pay off the existing
10 loan, which is encumbered both Lots 1A and 3A, which is
11 the debtor's property. We paid off that loan with
12 Century Bank or City Bank. We then took a portion of
13 that money and put it into the development of the rest
14 of the property. So paid off the loan that we had
15 existing, took an allocation of those funds. I don't
16 know what they are off the top of my head, put them
17 into Lot 1A to scrape the building, re-pave it, new
18 light poles, new landscaping, all of that good stuff,
19 scrape it and bring it back. Then put the other money
20 into Lot 3A to get the site work done, retaining walls
21 build, utility to the site and go from there.

22 Q. And the G&A?

23 A. And G&A.

24 Q. So those four uses?

25 A. Yes.

1 negotiations or Mr. Carruth's negotiations with
2 Legalist. I asked you earlier basically how did you
3 come to know Legalist. Where did this loan originate?
4 Did you or Mr. Carruth go to Legalist? Did you seek
5 them out and say, "Hey, we want to borrow money?"

6 A. No.

7 Q. How did that happen?

8 A. They called me.

9 Q. Who called you?

10 A. Legalist.

11 Q. Who at Legalist called you, if you
12 remember?

13 A. Zach something or other.

14 Q. So this Zach calls you and says what?

15 A. "See that you have recently filed for
16 bankruptcy. We do debtor-in-possession financing.
17 What -- can we give you a loan?" Basically.

18 Q. So were you interested in that? Had you
19 spoken to other people about a loan?

20 A. We had. I was in negotiations with two
21 other groups at the time.

22 Q. Did you find Legalist's terms more
23 competitive?

24 A. I -- I after speaking with Eva, the CEO of
25 the company, on the second phone call, I thought they

1 would be -- since the process was going to be pretty
2 hard. I thought they were going to be much easier to
3 work with than the other two groups we had. The terms
4 were all pretty relative.

5 Q. Eva is Eva -- do you remember her last
6 name?

7 A. Shane, I believe.

8 Q. So you had two phone calls with them; is
9 that right?

10 A. I had.

11 Q. More?

12 A. Hundreds of phone calls with them.

13 Q. Hundreds of calls. Who did you deal with?
14 Eva? Ms. Shane?

15 A. Eva, Zach, Nate, and Brian Rice.

16 Q. So over those phone calls you came to an
17 agreement at some point I gather, right?

18 A. Yes.

19 Q. That's what resulted in this credit
20 agreement, right?

21 A. The phone calls?

22 Q. The terms that you discussed in those phone
23 calls, right, were finally reflected in this credit
24 agreement?

25 A. It came through a term sheet first, which

1 we had blessed before we move forward with this
2 actually.

3 Q. And so then your counsel filed a motion to
4 approve that agreement, and the court approved it. You
5 saw that order there earlier that resulted, right?

6 A. I believe so, yes.

7 Q. That was on April 12, 2021 when that DIP
8 order -- what we will call the DIP order was entered?
9 That's Exhibit 2, the DIP order April 12, 2021, okay,
10 right?

11 A. Yes.

12 Q. Who was Mesilla Valley? M-E-S-I-L-L-A
13 Valley. The question was who is Mesilla Valley
14 Ventures?

15 A. A single purpose entity.

16 Q. Owned by who?

17 A. PDG Prestige.

18 Q. PDG Prestige owns all of the equity of
19 Mesilla Valley?

20 A. And Michael Dixon.

21 Q. Equally?

22 A. I'm not sure.

23 Q. The two of you own Mesilla Valley?

24 A. Correct.

25 Q. The debtor?

1 about.

2 Q. Lot 1A?

3 A. Yes.

4 Q. So you set it up to develop a -- not Lot
5 1A, but the property that's next to it?

6 A. 700 South Telshor.

7 Q. Now, who owned 700 South Telshor?

8 A. Sears.

9 Q. What was located there?

10 A. Sears.

11 Q. Sears? Vacant Sears store?

12 A. Yes.

13 Q. Had you talked to Sears about buying it?

14 A. Yes.

15 Q. Had they agreed to sell it?

16 A. Yes.

17 Q. So did they ever sell it to you?

18 A. As of today, no.

19 Q. Why not? What happened there?

20 A. They are still waiting on approvals.

21 Q. Okay. So you set this up, this Mesilla
22 Valley as you say for the purpose of buying and taking
23 title to this vacant Sears store owned by Sears?

24 A. Correct.

25 Q. But that fell through?

1 Pakistani parties; is that what you said?

2 A. Correct.

3 Q. What's that a reference to? The Noorani
4 group?

5 A. All of those guys from TGV.

6 MR. MILLS: N-O-O-R-A-N-I.

7 BY MR. MILLS:

8 Q. But so they were in TGV though, which is
9 different than PDG, right?

10 A. They were also in PDGP.

11 Q. Are they? How is that?

12 A. They are creditors listed on the PDGP
13 notices.

14 Q. So PDG owed Nooranis?

15 A. PDGP doesn't owe them a dime.

16 Q. I'm sorry. I thought I asked -- I thought
17 my point was Noorani had nothing to do with PDG, but
18 you said they were on PDG's schedules as creditors?

19 A. They are on the notices. I don't know --
20 they are not creditors by any means, but they are on
21 the notices.

22 Q. Did they ever appear in the PDG case
23 through their counsel or otherwise?

24 A. That would be a question for Mr. Carruth
25 not me. I'm not sure.

1 A. Are you referring to Las Cruces?

2 Q. Yes. PDG the debtor --

3 A. Right.

4 Q. -- did they ever file a lien on any PDG the
5 debtor property --

6 A. I mentioned to you --

7 Q. -- direct?

8 A. Yes, through TGV.

9 Q. Well, that's no but.

10 A. It's a no then.

11 Q. They filed it on the TGV property?

12 A. Correct. Yes.

13 Q. So --

14 THE VIDEOGRAPHER: I'm sorry to interrupt. Is
15 your arm maybe on your microphone?

16 MR. MILLS: Maybe. Sorry about that.

17 THE VIDEOGRAPHER: I'm getting arm rustling.

18 BY MR. MILLS:

19 Q. So why -- when did you decide -- who
20 decided that there would be a transfer of Lot 1A from
21 PDG to Mesilla Valley?

22 A. Why -- or could you repeat.

23 Q. Who decided there would be a transfer of
24 Lot 1A from PDG to Mesilla Valley?

25 A. Me.

1 Q. Okay. And why did you decide that?

2 A. So the reasons I just gave you.

3 Q. Because there was a tank for lack of a
4 better word. You were trying to get it away from past
5 bad dealings?

6 MR. CARRUTH: Objection, form.

7 BY MR. MILLS:

8 Q. I'm trying to summarize here what you said.
9 I'm not trying to do it unfairly. But you were trying
10 to get away from the past bankruptcy, I guess, and the
11 bad things that happened in the bankruptcy?

12 A. Not so much the bankruptcy. It was the
13 ongoing litigation and stuff that was out of hand that
14 was still outstanding with the parties I have
15 previously named. As far as I was concerned, the
16 bankruptcy plan had been confirmed and we were moving
17 forward with the plan. So I wasn't too worried about
18 the bankruptcy at that point. I was worried about
19 something coming up later on, which could put their
20 collateral in jeopardy, and put our transaction in
21 jeopardy as well.

22 Q. Okay. So what was the transaction you were
23 thinking about?

24 A. It was a closing and sale of Lot 1A.

25 Q. To Mesilla Valley?

1 A. To Mesilla Valley.

2 Q. But did you do that in contemplation of
3 another transaction later?

4 A. Can you explain.

5 Q. So you eventually sold Mesilla Valley, you
6 eventually sold it to LPC?

7 A. That's correct.

8 Q. When did you first talk to LPC about that
9 transaction, the potential for that transaction?

10 A. I couldn't tell you. Sometime in probably
11 February or March of last year. I'm not sure.

12 Q. Was that before you transferred it to
13 Mesilla Valley?

14 A. It was before, yes.

15 Q. So when you transferred it to Mesilla
16 Valley, you had in mind you might transfer it to LPC
17 then?

18 A. Yes.

19 Q. All right. So was there some sort of sale
20 agreement between PDG the debtor and Mesilla Valley?

21 A. Yes, I believe so.

22 MR. MILLS: Haven't seen that, have we? So,
23 Jeff, do you know about that we haven't -- or,
24 Mr. Lutz, we haven't seen that.

25 MR. LUTZ: I don't believe I produced a written

1 Q. And your counsel can't produce it?

2 A. I guess if that's how you are saying it,
3 yes.

4 Q. Was anything paid?

5 A. From?

6 Q. Mesilla Valley to PDG the debtor?

7 A. Yes.

8 Q. Cash?

9 A. In the form of cash, bills, creditors,
10 debtors, there is a bunch of creditors. We paid off a
11 bunch of bills.

12 Q. You are saying that Mesilla Valley paid off
13 a bunch of the debtor PDG's debts as consideration for
14 the transfer?

15 A. Yes.

16 Q. Okay. PDG was in bankruptcy, why would
17 Mesilla Valley do that?

18 A. Because that was the agreement that PDG or
19 the debtor and Mesilla Valley came up with.

20 Q. Who negotiated for PDG?

21 A. I did.

22 Q. Who negotiated for Mesilla Valley?

23 A. I did.

24 Q. Okay. So what kind of debt would PDG owe
25 such that Mesilla Valley would pay it?

1 means.

2 BY THE WITNESS:

3 A. Yes, I have seen this before, I believe.

4 BY MR. MILLS:

5 Q. It says -- apparently you are negotiating
6 with the -- this title company here, and they want you
7 to change your plan of confirmation somewhat so that it
8 will -- so that you can transfer the property. You
9 say, "The development plan for the property is as
10 follows, one, sell Lot 1A to our buyer and close around
11 April 10, 2022. Two, refinance the rest of the project
12 with Pangea Capital, finish the development and
13 construction. And three, sell lot 3A to a third party
14 at the appropriate time," right?

15 A. Yes.

16 Q. You want to sell Lot 1A and close. Then
17 you say you want to refinance, I assume you mean
18 refinance. "Refinance the rest of the project," what do
19 you mean by that?

20 A. Pay off Legalist and finish the project and
21 go sell the property.

22 Q. Pay off Legalist with what?

23 A. Proceeds from the refinance.

24 Q. Okay. From the sale?

25 A. From the refinance it says.

1 Q. But would you use proceeds from the sale to
2 do that?

3 A. I'm not sure.

4 Q. But here you are telling the title company
5 you are going to pay off Legalist basically?

6 A. I don't see anything explicitly says I'm
7 paying off Legalist anywhere in this document you
8 provided me.

9 Q. I thought that's what you just said. I
10 asked you what you mean refinance and you said pay off
11 Legalist.

12 A. When you asked me what I said. If you are
13 asking me what my testimony is, my testimony was plan
14 to refinance out Legalist after the sale of Lot 1A, pay
15 them in full, move on with the development and finish
16 it.

17 Q. That's good to know.

18 So that's dated March 23. Okay.

19 [WHEREUPON, a certain document was
20 marked Deposition Exhibit No. 7,
21 for identification, as of 5/16/23.)

22 BY MR. MILLS:

23 Q. I asked you earlier if your counsel had
24 been talking to Legalist about selling Lot 1A and
25 releasing the lien. I'm going to give you an email

1 "The basic concept is to use net proceeds to pay claims
2 (including yours truly) and you use the remaining net
3 (around \$1.8 million) to complete development."

4 What is he talking about there?

5 A. It says the basic concept using net
6 proceeds to pay claims, pay all of the creditors, use
7 remaining net to complete the development. So he's
8 saying to the 1.8 million back into the development.

9 Q. Using the net proceeds of Lot 1A to pay
10 Legalist?

11 A. Correct.

12 Q. Right. Then use the remaining net around a
13 million eight to complete development of Lot 3?

14 A. That's exactly what he's saying I think,
15 yes.

16 Q. Okay. Is that what happened?

17 A. No.

18 Q. What did happen?

19 A. We closed on Lot 1A. We finished the
20 portions of Lot 1A. We needed to -- finished up a
21 significant portion of Lot 3A, got it to a point where
22 it was ready to get refinanced, and then began going in
23 the route of refinancing the project with another
24 company refinancing them.

25 Q. So I'm clear, you are saying that this

1 didn't happen, but what happened was you sold Lot 1A
2 and used the proceeds to finish what was necessary to
3 finish on 1A?

4 A. Plus or minus, yes.

5 Q. Then finish 3A?

6 A. We put money into 3A.

7 Q. No money went to Legalist?

8 A. No money went to Legalist, that's right.

9 Q. You used all of the moneys for those
10 purposes that you just told me right there?

11 A. We used money for TGV.

12 Q. What did you use money for TGV for?

13 A. Site work, soft costs, engineering
14 entitlement, grading, utilities, retaining wall,
15 landscaping.

16 Q. What else?

17 A. Some of it was G&A.

18 Q. G&A being what?

19 A. We had to catch up with some old
20 professional fees. PDG had some outstanding bills that
21 hadn't been paid in several months. We had to get
22 caught up. We had to paid like county fees and, you
23 know, Secretary of State fees and that kind of stuff.
24 Then we also used a portion of this to purchase a
25 property in Lakeway, Texas.

1 Q. That's Exhibit 10, right?

2 A. Okay. Yes.

3 Q. So who negotiated that transfer?

4 A. Who -- well, there is three.

5 MR. CARRUTH: Objection, form. Which transfer?

6 BY MR. MILLS:

7 Q. The one we are talking about here. Not the
8 assignment, correct. Who negotiated the sale of Lot 1A
9 from PDG the debtor to this FSLRO?

10 MR. LUTZ: Objection, form.

11 BY MR. MILLS:

12 Q. Mesilla Valley. Sorry. Let me do it
13 again. Who negotiated the transfer of Lot 1A from
14 Mesilla Valley to FSLRO?

15 A. I negotiated the sale of Mesilla Valley to
16 LPC. I didn't negotiate anything with FSLRO.

17 Q. Okay. Who did you negotiate with at LPC?

18 A. Michael Chaiken was their attorney.

19 Q. Do you have any interest or any of your
20 entities have any interest in LPC?

21 A. In Lincoln Property Company? I wish. No.

22 Q. That sale closed, the deed was executed on
23 May 27; is that right?

24 A. 9, May 9. It was executed May 9.

25 Q. Filed?

1 A. Definitely not under the mattress. Went
2 into an account.

3 Q. What was that?

4 A. One of the accounts at Chase. I'm not
5 sure. It was our Chase account.

6 Q. Do you recognize them by their account
7 numbers?

8 A. I would recognize maybe two of them, the
9 two common ones, but I wouldn't recognize all of them.

10 MS. WALRAVEN: I just handed this to them. Are
11 you not going to use it?

12 MR. MILLS: I will.

13 BY MR. MILLS:

14 Q. You are going to take my word on this
15 because somebody over redacted something. The last
16 four numbers on that account are 5229. Do you
17 recognize 5229 as an account number?

18 A. Yes, that's our PDG Prestige account at
19 Chase Bank, it's 5229.

20 (WHEREUPON, a certain document was
21 marked Deposition Exhibit No. 16,
22 for identification, as of 5/16/23.)

23 BY MR. MILLS:

24 Q. Does that look like if you look at those
25 entries it look like the 5229?

1 A. Yes, it sure does.

2 Q. Let's do this. Let's write it on the top
3 of it. I'm going to mark this on the exhibit with
4 everyone's agreement that this is ending 5229, right?
5 There we go. So you recognize that as the PDG account?

6 A. I do, yes.

7 Q. Is that the DIP account?

8 A. I'm not sure if this is the DIP account or
9 not.

10 Q. I don't think it is.

11 A. I don't think it is. I'm not sure.

12 Q. We can see there it says PDG Prestige, Inc.
13 We now know for sure it's 5229. This is the ledger --
14 rather the statement April 30 to May 31, 2022. That's
15 Exhibit No. 16. Let's look at a few things here. On
16 the second page it says the deposit on May 31, right?

17 A. Yes.

18 Q. Do you see that number, 1,916,558.82?

19 A. Yes.

20 Q. Do you recognize that number?

21 A. I do.

22 Q. What is that?

23 A. That would be the wire from SWAT title,
24 Southwestern Abstract and Title Company for the Lot 1A
25 sale proceeds.

1 Q. Right. So we have seen in our last
2 exhibit, the original number 2.545 was original sales
3 proceeds. There were some numbers taken out, right?
4 The balance then hit this account right here on May 31,
5 right?

6 A. Correct.

7 Q. So let's look few for a things in here.

8 A. Okay.

9 Q. All right. So look on the next page.

10 A. Okay.

11 Q. Do you see under electronic withdrawals,
12 May 31 same, very same day?

13 A. Yes.

14 Q. There was a withdrawal for \$500,000 --

15 A. Correct.

16 Q. -- to the Dixon Family Trust 6 Candleleaf
17 CT, right?

18 A. Yes.

19 Q. What is that? What's the Dixon Family
20 Trust 6 Candleleaf CT?

21 A. This was a wire to the title company for
22 the purchase of the 6 Candleleaf property.

23 Q. Is the 6 Candleleaf property the property
24 in Lakeway you referred to earlier?

25 A. It is, yes.

CHANGES AND SIGNATURE

MICHAEL DIXSON

May 16, 2023

PAGE/LINE

CHANGE

REASON

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1 I, MICHAEL DIXSON, have read the foregoing
2 deposition and hereby affix my signature that the same
3 is true and correct, except as noted on the previous
4 page.

5

6

7

MICHAEL DIXSON

8

THE STATE OF _____)

9

COUNTY OF _____)

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Before me, _____, on this day
personally appeared MICHAEL DIXSON, known to me (or
proved to me under oath or through _____)
(description of identity card or other document) to be
the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the
same for the purposes and consideration therein
expressed.

Given under my hand and seal of office this _____
day of _____, 20____.

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NOTARY PUBLIC IN AND FOR

THE STATE OF _____

COMMISSION EXPIRES: _____

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE WESTERN DISTRICT OF TEXAS
3 EL PASO DIVISION
4 IN RE:) Chapter 11
5 PDG PRESTIGE, INC.,) Case No. 21-30107
6 Debtor.)
7

8 REPORTER'S CERTIFICATION
9 ORAL DEPOSITION OF
10 MICHAEL DIXSON
11 May 16, 2023

12 I, Dana Shapiro, a Certified Shorthand Reporter,
13 hereby certify to the following:

14 That the witness, MICHAEL DIXSON, was duly sworn
15 by the officer and that the transcript of the oral
16 deposition is a true record of the testimony given by
17 the witness;

18 I further certify that pursuant to FRCP Rule
19 30(e)(1) that the signature of the deponent:
20 was requested by the deponent or a party before the
21 completion of the deposition and that the signature is
22 to be before any notary public and returned within 30
23 days from date of receipt of the transcript. If
24 returned, the attached Changes and Signature Pages
25 contain any changes and reasons therefore;

26 I further certify that I am neither counsel for,
27 related to, nor employed by any of the parties or
28 attorneys in the action in which this proceeding was
29 taken, and further that I am not financially or

1 otherwise interested in the outcome of the action.

2 Certified to by me this May 24, 2023.

3 *Dana Shapiro*

4 DANA SHAPIRO, Illinois CSR 84-3597
5 CSR Expiration: 5/31/25
6 Illinois Certified Shorthand Reporter
7 Registered Agent Solutions, Inc.,
8 A Lexitas Company, Firm No. 17
9 5301 Southwest Parkway
10 Corporate Center One, Suite 400
11 Austin, Texas 78735
12 888-893-3767
13 Expires: 1/31/2025
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COUNTY OF TRAVIS)

STATE OF TEXAS)

I hereby certify that the witness was notified on
May 24, 2023 that the witness has 30 days
after being notified by the officer that the transcript
is available for review by the witness and if there are
changes in the form or substance to be made, then the
witness shall sign a statement reciting such changes
and the reasons given by the witness for making them;

That the witness' signature was/was not returned
as of _____.

Subscribed and sworn to on this _____ day of
_____, 20____.

Dana Shapiro

DANA SHAPIRO, Illinois CSR 84-3597
CSR Expiration: 5/31/25
Illinois Certified Shorthand Reporter
Registered Agent Solutions, Inc.,
A Lexitas Company, Firm No. 17
5301 Southwest Parkway
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